

# Exhibit

1

**U.S. Bankruptcy Court  
Eastern District of Virginia (Alexandria)  
Bankruptcy Petition #: 18-11153-KHK**

Assigned to: Klinette H. Kindred  
Chapter 7  
Voluntary  
No asset

*Date filed:* 04/02/2018  
*341 meeting:* 04/30/2018  
*Deadline for objecting to discharge:* 06/29/2018

***Debtor***

**Dewayne E Hopkins**  
1600 North Oak Street #1115  
Arlington, VA 22209  
ARLINGTON-VA  
SSN / ITIN: xxx-xx-8105  
Tax ID / EIN: 82-2466837  
*fdba Starlight Enterprise*

represented by **Dewayne E Hopkins**  
PRO SE

***Trustee***

**H. Jason Gold**  
Nelson Mullins Riley & Scarborough LLP  
101 Constitution Avenue, N.W.  
Suite 900  
Washington, DC 20001  
(202) 712-2800

represented by **H. Jason Gold**  
Nelson Mullins Riley & Scarborough  
LLP  
101 Constitution Avenue, N.W.  
Suite 900  
Washington, DC 20001  
(202) 712-2800  
Fax : (202) 712-2860  
Email: [jason.gold@nelsonmullins.com](mailto:jason.gold@nelsonmullins.com)

***U.S. Trustee***

**John P. Fitzgerald, III**  
Office of the U.S. Trustee - Region 4  
115 South Union Street, Room 210  
Alexandria, VA 22314  
703-557-7176

Filing Date	#	Docket Text
04/02/2018	<u>1</u> (58 pgs)	Chapter 7 Voluntary Petition for Individuals [IFP Filing Fee Waiver] Filed by Dewayne E Hopkins. (Douglass, Elizabeth)
04/02/2018	<u>2</u>	Official Form 121 - Statement About Social Security Number (Douglass, Elizabeth)
04/02/2018	<u>3</u> (1 pg)	Certificate of Credit Counseling filed by Dewayne E Hopkins. (Douglass, Elizabeth)
04/02/2018	<u>4</u> (4 pgs)	Application to Have the Chapter 7 Filing Fee Waived filed by Dewayne E Hopkins. (Douglass, Elizabeth)

04/02/2018	5	Creditor Matrix Uploaded/Diskette Received filed by Dewayne E Hopkins. (Douglass, Elizabeth)
04/02/2018	<u>6</u> (5 pgs)	Adversary case 18-01037. Complaint against Go Financial (Fee Amount of \$350 is Exempt ) filed by Dewayne Hopkins. Nature of Suit: (21 (Validity, priority or extent of lien or other interest in property)), (14 (Recovery of money/property - other)), (91 (Declaratory judgment)) Associated Bankruptcy Case Number: 1:18-bk-11153 (Douglass, Elizabeth)
04/03/2018	7	Meeting of Creditors: 04/30/2018, 11:00 AM, Office of the U.S. Trustee, 115 South Union Street, Suite 206, Alexandria, Virginia. Objections to Discharge/Dischargeability due by 06/29/2018. Interim Trustee: H. Jason Gold, .
04/03/2018	8	Clerk's evidence of Repeat Filings for debtor Hopkins, Dewayne E., Case Number 16-10947, Chapter 7 filed in MD on 01/28/2016 was discharged on 06/03/2016 (admin) (Entered: 04/03/2018)
04/05/2018	<u>9</u> (2 pgs)	Notice that Debtor is ineligible for discharge (Re: related document(s) 8 Clerk's Evidence of Repeat Filings) (Admin.) (Entered: 04/06/2018)
04/06/2018	<u>10</u> (12 pgs)	Motion for Relief from Stay Re: 2014 Toyota Prius V Hybrid filed by Brandon R. Jordan of Samuel I. White, P.C. on behalf of Carvana, LLC. Hearing scheduled for 5/2/2018 at 09:30 AM at Judge Kindred's Courtroom, 200 S. Washington Street, 2nd Floor, Courtroom II, Alexandria, VA. (Jordan, Brandon)
04/06/2018	11	U.S. Treasury receipt of Motion for Relief from Stay(18-11153-KHK) [motion,185] ( 181.00) filing fee. Receipt number 28186950, amount \$ 181.00. (Re: Doc# <u>10</u> ) (U.S. Treasury)
04/07/2018	<u>12</u> (4 pgs)	Notice of Meeting of Creditors (Re: related document(s) 7 Auto Assign Meeting of Creditors Chapter 7 Individual/Joint) (Admin.) (Entered: 04/08/2018)
04/07/2018	<u>13</u> (3 pgs)	Order to Debtor(s) (Admin.) (Entered: 04/08/2018)
04/07/2018	<u>14</u> (2 pgs)	Notice of Electronic Filing Procedure (Admin.) (Entered: 04/08/2018)
04/07/2018	<u>15</u> (2 pgs)	Notice of Requirement to Complete Course in Personal Financial Management and to File Certification. (Admin.) (Entered: 04/08/2018)
04/19/2018	<u>16</u> (1 pg)	Order Granting Application to Have the Chapter 7 Filing Fee Waived (Related Doc # <u>4</u> ) (Glenn, Jillinda)
04/21/2018	<u>17</u> (2 pgs)	BNC certificate of mailing of order (Re: related document(s) <u>16</u> Order on Application to Have the Chapter 7 Filing Fee Waived) (Admin.) (Entered: 04/22/2018)
04/23/2018	<u>18</u> (8 pgs)	Objection to (Re: related document(s) <u>10</u> Motion for Relief from Stay filed by Carvana, LLC) filed by Dewayne E Hopkins. (Glenn, Jillinda) (Entered:

		04/26/2018)
05/02/2018	19	Hearing continued; (related document(s): <a href="#">10</a> Motion for Relief from Stay filed by Carvana, LLC) Appearances: John E. Driscoll, Dewayne E Hopkins Hearing scheduled for 05/23/2018 at 09:30 AM at Judge Kindred's Courtroom, 200 S. Washington Street, 2nd Floor, Courtroom II, Alexandria, VA. (williamsr)
05/03/2018	20	The Section 341 Meeting has been Re-Scheduled to May 21, 2018 at 11:00AM The debtor(s) attorney or pro se debtor(s) is responsible for noticing all interested parties pursuant to Local Rule 2003-1. (Re: related document(s) <a href="#">7</a> Auto Assign Meeting of Creditors Chapter 7 Individual/Joint) Filed by Joseph A. Guzinski of Office of the United States Trustee on behalf of John P. Fitzgerald, III (Guzinski, Joseph)
05/23/2018	21	Hearing held; motion granted;Order To Be Submitted(related document(s): <a href="#">10</a> Motion for Relief from Stay filed by Carvana, LLC) Appearance: John E. Driscoll Order/Disposition due by 06/06/2018. (chandlerkj) (Entered: 05/24/2018)
05/31/2018	<a href="#">22</a> (2 pgs)	Order Granting Motion for Relief from Stay (Related Doc # <a href="#">10</a> ) (Glenn, Jillinda)
06/01/2018	23	Chapter 7 Trustee's Report of No Distribution: I, H. Jason Gold, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. No Meeting of Creditors and Examination of Debtor(s) Conducted. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 2 months. Assets Abandoned (without deducting any secured claims): \$ 14350.00, Assets Exempt: Not Available, Claims Scheduled: \$ 33500.00, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of the collateral or debts excepted from discharge): \$ 33500.00. Filed by H. Jason Gold of Nelson Mullins Riley & Scarborough LLP on behalf of H. Jason Gold (Gold, H.)
06/02/2018	<a href="#">24</a> (3 pgs)	BNC certificate of mailing of order (Re: related document(s) <a href="#">22</a> Order on Motion for Relief from Stay) (Admin.) (Entered: 06/03/2018)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
06/13/2018 12:42:03			
PACER	tgoboyle:4870972:4870132	Client	10213.0131

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<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	18-11153-KHK Fil or Ent: filed Doc From: 0 Doc To: 99999999 Format: html Page counts for documents: included
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

In re:

DEWAYNE E HOPKINS  
FDBA STARLIGHT ENTERPRISE,  
DEBTOR.

CHAPTER 7

CASE NO. 18-11153-KHK

CARVANA, LLC,

MOVANT,

vs.

DEWAYNE E HOPKINS  
and H. JASON GOLD, TRUSTEE,

RESPONDENTS.

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**NOTICE**

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)**

TO: DEWAYNE E HOPKINS, DEBTOR  
H. JASON GOLD, TRUSTEE

**IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE OF THIS MOTION, YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS FOURTEEN (14) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.**

**IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.**

**THE PRELIMINARY HEARING IS SCHEDULED TO BE HELD ON MAY 2, 2018 AT 9:30 A.M. IN THE U.S. BANKRUPTCY COURT, ALEXANDRIA DIVISION, 200 S. WASHINGTON STREET, ALEXANDRIA, VA 22314, COURTROOM II, 2ND FLOOR.**

Carvana, LLC ("Movant") hereby moves this Court, pursuant to 11 U.S.C. §362, for relief from the automatic stay with respect to a **2014 Toyota Prius V Hybrid VIN xxxxxxxxxxxxxxx6377** (the "Property"), for all purposes allowed by the Retail Installment Contract and Security Agreement and applicable law. In further support of this Motion, Movant respectfully states:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §157 and §1334 and 11 U.S.C. §362(d), and this matter is a core proceeding.

2. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtor on April 2, 2018.

3. Upon information and belief, the Movant has a validly perfected security interest in a **2014 Toyota Prius V Hybrid VIN xxxxxxxxxxxxxxx6377**, pursuant to a valid Retail Installment Contract and Security Agreement dated September 8, 2017. A copy of the Retail Installment Contract and Security Agreement and a copy of the evidence of Title establishing Movant's security interest are attached hereto as Exhibit A.

4. Bridgecrest Credit Company, LLC is servicing agent for the Movant.

5. As of April 3, 2018, the unpaid principal and interest balance due is \$20,925.69 and the approximate outstanding amount of the Obligations less any partial payments or suspense balance is \$21,809.40.

6. The following chart sets forth the number and amount of payments due pursuant to the terms of the Agreement as of April 3, 2018:

Number of Payments	From	To	Monthly Payment Amount	Total Payments
5	11/08/2017	03/08/2018	\$377.00	\$1,885.00
<b>Total:</b>				<b>\$1,885.00</b>

7. As of April 3, 2018, the total arrearage/delinquency is \$1,910.00, consisting of (i) the foregoing total of payments in the amount of \$1,885.00, plus (ii) the following fees:

Fee Description	Amount
Late Fees	\$25.00

8. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$631.00 in legal fees and costs.

9. The estimated value of the Property is \$19,025.00 The basis for such valuation is: NADA, a copy of which is attached hereto as Exhibit B.

10. Cause exists for relief from the automatic stay for the following reasons:

- i. Movant's interest in the Property is not adequately protected, as Debtor has only made one contractual payment since loan inception and has filed an adversary proceeding asserting Movant does not have a valid secured lien against the Property.
- ii. Movant is without adequate proof of insurance showing Movant as loss payee.
- iii. Debtor has no equity in the Property.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by applicable law and the Retail Installment Contract and Security Agreement to enforce its remedies to obtain possession of the Property and any and all other collateral pledged under the Retail Installment Contract and Security Agreement.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived for cause due to unusual circumstances as described above.
3. For such other relief as the Court deems proper.

Dated: April 6, 2018

CARVANA, LLC

By: /s/ BRANDON R. JORDAN

Eric D. White, Esquire, Bar No. 21346  
Michael T. Freeman, Esquire, Bar No. 65460  
Brandon R. Jordan, Esquire, Bar No. 72170  
Johnie R. Muncy, Esquire, Bar No. 73248  
Nisha R. Patel, Esquire, Bar No. 83302  
Samuel I. White, P.C.  
1804 Staples Mill Road, Suite 200  
Richmond, VA 23230  
Tel.: (804) 290-4290  
Fax: (804) 290-4298  
bjordan@siwpc.com

#### CERTIFICATE OF SERVICE

I certify that on April 6, 2018, the foregoing Motion was served via CM/ECF on H. Jason Gold, Trustee, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Dewayne E Hopkins, Pro Se Debtor, 1600 North Oak Street #1115, Arlington, VA 22209.

/s/ BRANDON R. JORDAN

Brandon R. Jordan, Esquire  
Samuel I. White, P. C.

VA-102 10/10/2015

A

## Retail Installment Contract and Security Agreement

Seller Name and Address	Buyer(s) Name(s) and Address(es)	Summary
CARVANA, LLC	Dewayne Hopkins	No. _____
63 PIERCE RD	1600 N Oak St. Unit 1115	Date 09/08/17
WINDER GA 30680-7280	Arlington VA 22209	

— Business, commercial or agricultural purpose Contract.

## Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
8.56 %	\$ 5,958.45	\$ 21,153.88	\$ 27,112.33	\$ 600.00 \$ 27,712.33

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due	
71	\$ 377.00	monthly beginning	10/08/17
1	\$ 345.33		09/08/23
N/A	\$ N/A		N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 7 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Description of Property

Year 2014	Make Toyota	Model Prius v	Style Wagon	Vehicle Identification Number 5377	Odometer Mileage 30375
— New X Used — Demo			Other: N/A		

## Description of Trade-In

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

## Conditional Delivery

— Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:  N/A  
 N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

The following notice applies if checked:

 No Liability Insurance Included.

## Sales Agreement

Payment. You promise to pay us the principal amount of \$ 21,153.88 plus finance charges accruing on the unpaid balance at the rate of 8.56 % per year from the date of this Contract until maturity. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 8.56 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

**Credit Life**

Single  Joint  None  
 Premium \$ \_\_\_\_\_ N/A Term \_\_\_\_\_ N/A  
 Insured \_\_\_\_\_ N/A

**Credit Disability**

Single  Joint  None  
 Premium \$ \_\_\_\_\_ N/A Term \_\_\_\_\_ N/A  
 Insured \_\_\_\_\_ N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A N/A

By: DOB

N/A N/A

By: DOB

N/A N/A

By: DOB

N/A N/A

By: DOB

**Property Insurance.** You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. Your choice of insurer will not affect our decision to extend credit or the terms of this Contract. The collision coverage deductible may not exceed \$ 1,000.00.

If you get insurance from or through us you will pay

\$ \_\_\_\_\_ N/A for \_\_\_\_\_ N/A

of coverage.

This premium is calculated as follows:

\$ \_\_\_\_\_ N/A Deductible, Collision Cov. \$ \_\_\_\_\_ N/A  
 \$ \_\_\_\_\_ N/A Deductible, Comprehensive \$ \_\_\_\_\_ N/A  
 Fire-Theft and Combined Additional Cov. \$ \_\_\_\_\_ N/A  
 \_\_\_\_\_ N/A \$ \_\_\_\_\_ N/A

**Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ \_\_\_\_\_ N/A for \_\_\_\_\_ N/A of coverage.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

**Additional Charge.** You agree to pay a Document Preparation Fee of \$ \_\_\_\_\_ N/A that will be  paid in cash.  financed over the term of the Contract.

**Itemization of Amount Financed**

a. Cash Price of Vehicle, etc. (incl. sales tax of	\$ 798.88	\$ 20,048.88
b. Trade-in allowance	\$ 0.00	
c. Less: Amount owing, paid to (includes j):	N/A	\$ 0.00
d. Net trade-in (b-c; if negative, enter \$0 here and enter the amount on line j)	\$ 0.00	
e. Cash payment	\$ 600.00	
f. Manufacturer's rebate	\$ 0.00	
g. Other down payment (describe)	N/A	\$ 0.00
h. Down Payment (d+e+f+g)	\$ 600.00	
i. Unpaid balance of Cash Price (a-h)	\$ 19,448.88	
j. Financed trade-in balance (see line d)	\$ 0.00	
k. Paid to public officials, including filing fees	\$ 110.00	
l. Insurance premiums paid to insurance company(ies)	\$ 0.00	
m. Service Contract, paid to:		
Carvana      Vehicle Protection	\$ 1,100.00	
n. Processing fee, paid to Seller	\$ N/A	
o. To: N/A N/A	\$ N/A	
p. To: _____ Vehicle Inventory Tax	\$ 0.00	
q. To: _____ Business Tax	\$ 0.00	
r. To: _____ Gap Coverage	\$ 495.00	
s. To: _____ N/A	\$ N/A	
t. To: _____ N/A	\$ N/A	
u. To: _____ N/A	\$ N/A	
v. To: _____ N/A	\$ N/A	
w. To: _____ N/A	\$ N/A	
x. To: _____ N/A	\$ N/A	
y. Total Other Charges/Amts Paid (j thru x)	\$ 1,705.00	
z. Prepaid Finance Charge	\$ 0.00	
aa. Amount Financed (i+y-z)	\$ 21,153.88	

We may retain or receive a portion of any amounts paid to others.

*[This area intentionally left blank.]*

*[This area intentionally left blank.]*

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

 **Service Contract**

Term	24	months
Price	\$	1,100.00
Coverage	Carvana	Vehicle Protection

 **Gap Waiver or Gap Coverage**

Term	72	months
Price	\$	495.00
Coverage	Carvana GAP Coverage	

N/A

Term	N/A	
Price	\$	N/A
Coverage	N/A	

eSigned By: **Dewayne Hopkins**

Sep 08, 2017 1:13:27 PM MDT

09/08/17

By: Dewayne Hopkins

Date

N/A	N/A
By:	Date

N/A	N/A
By:	Date

**Additional Terms of the Sales Agreement**

**Definitions.** "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

**Purchase of Property.** You agree to purchase the Property from Seller, subject to the terms and conditions of this Contract. You also agree that the purchase of the Property on credit takes place at the Seller's licensed location identified at the top of page 1 of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**General Terms.** The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

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You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Balloon Payment.** If any payment is more than 10% greater than the regular or recurring installment payments you may refinance it when due as provided by law.

**Governing Law and Interpretation.** This Contract is governed by the law of Virginia and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/automatic voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You fail to perform any obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs of collection, including fees for repossession, repair, storage and sale of the Property securing this Contract. You also agree to pay our reasonable attorneys' fees and legal expenses.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** We may not accelerate payment or repossess any Property described in this Contract on account of late payment or nonpayment of an installment if you make payment (together with any agreed late charge) within 10 days of the date on which the installment was due. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the post-maturity rate described in the *Payment* section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

**Notices**

**Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

**Third Party Agreement**

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

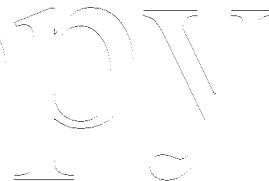
N/A

N/A

By:

Date

Signature of Third Party Owner (NOT the Buyer)



*[This area intentionally left blank.]*

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Waiver of Homestead Exemption.** You waive the benefit of your exemption as to the obligation under this Contract.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

**Security Agreement**

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. Your choice of insurance provider will not affect the credit decision or interest rate. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

**☒ Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.

### Signature Notices

*The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.*

### Signatures

**Entire Agreement.** Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

eSigned By: **Dewayne Hopkins**  
Sep 08, 2017 1:13:27 PM MDT

By: Dewayne Hopkins Date

N/A Date  
By: N/A Date  
By: N/A Date

*[This area intentionally left blank.]*

### Page 8 of 12

**Notice to Buyer.** (1) Do not sign this Contract before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this Contract.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

#### Buyer

eSigned By: **Dewayne Hopkins**  
Sep 08, 2017 1:13:27 PM MDT

09/08/17

By: Dewayne Hopkins Date  
N/A N/A

By: N/A Date

N/A N/A  
By: - Date

Seller   
Date 09/08/17

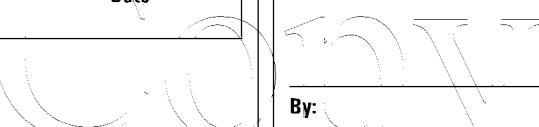
By: CARVANA, LLC Date

#### Assignment.

This Contract and Security Agreement is assigned to \_\_\_\_\_

the Assignee, phone \_\_\_\_\_. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.  
 This Assignment is made with recourse.

#### Seller

  
By: Date



# Bridgecrest

Credit Company

Formerly known as DT Credit Company

Attn: [Redacted]

To Whom It May Concern

DriveTime Car Sales Company, LLC (“DTCS”) (FEIN: 86-0683232) is a licensed used motor vehicle retailer registered to do business. DTCS sells and leases vehicles to consumers.

Bridgecrest Credit Company, LLC and Bridgecrest Acceptance Corporation are affiliated finance companies of DTCS.

Sincerely,



Jon Ehlinger  
DriveTime Car Sales Company, LLC  
Secretary

Bridgecrest Credit Company, LLC  
Secretary

Bridgecrest Acceptance Corporation  
Secretary





Exhibit

B

## 2014 Toyota Prius v

### Liftback 5D v Three I4 Hybrid



When shopping for a car, how important is vehicle performance?

Not Important      Very Important

[Submit and view results](#)

DEAL ALERT

New 2017 Toyota Prius v

\$473 a month

[Get This Deal](#)

## Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$12,750	\$13,925	\$14,850	\$17,550
Mileage (50,000)	\$550	\$550	\$550	\$550
Total Base Price	\$13,300	\$14,475	\$15,400	\$18,100
<b>Options (change)</b>				
<b>Price + Options</b>	<b>\$13,300</b>	<b>\$14,475</b>	<b>\$15,400</b>	<b>\$18,100</b>
Certified Pre-Owned (CPO)				+\$925
<b>Certified Price with Options</b>				<b>\$19,025</b>

**Get Car Price Change Alerts**[Notify Me](#)[Disclaimer](#)

**Rough Trade-In** - Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Average Trade-In** - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual

**Clean Trade-In** - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Clean Retail** - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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